

STATE OF CALIFORNIA  
ENVIRONMENTAL PROTECTION AGENCY  
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the Matter of:

Superior Industries  
International, Inc.  
7800 Woodley Avenue  
Van Nuys, CA 91406

ID NO. CAD 050 809 177

Respondent.

Docket HWCA 20020065

CONSENT ORDER

Health and Safety Code  
Section 25187

The State Department of Toxic Substances Control  
(Department) and Superior Industries International, Inc.  
(Respondent) enter into this Consent Order and agree as follows:

1. Respondent generates, handles, treats, stores,  
and/or disposes of hazardous waste at 7800 Woodley Avenue, Van  
Nuys, California (Site).
2. The Department inspected the Site on June 26, 2002.
3. The Department alleges the following violation:
  - 3.1 Respondent violated California Code of  
Regulations, title 22, sections 66262.34 (a)(1)(A) and 66265.193  
(a), in that on June 26, 2002, Respondent failed to provide  
adequate secondary containment for two of its waste oil storage

1 tanks. The total volume of waste oil stored in the tanks,  
2 including the flow bins were approximately 5,000 gallons.

3 4. A dispute exists regarding the alleged violation.

4 5. The parties wish to avoid the expense of litigation  
5 and to ensure prompt compliance.

6 6. Jurisdiction exists pursuant to Health and Safety  
7 Code section 25187.

8 7. Respondent waives any right to a hearing in this  
9 matter.

10 8. This Consent Order shall constitute full settlement  
11 of the violation alleged above, but does not limit the  
12 Department from taking appropriate enforcement action concerning  
13 other violations.

14 9. Respondent admits the violation.

15  
16 SCHEDULE FOR COMPLIANCE  
17

18 10. Respondent shall comply with the following:

19 10.1. Within 90 days of the effective date of this  
20 Order, Respondent shall provide secondary containment for the  
21 waste oil/used oil storage tanks that complies with the  
22 California Code of Regulations, title 22, sections 66262.34  
23 (a)(1)(A) and 66265.193 (a).

24 10.2. Submittals: All submittals from Respondent  
25 pursuant to this Consent Order shall be sent to:

1 Florence Gharibian, Branch Chief  
2 Statewide Compliance Division  
3 Department of Toxic Substances Control  
4 1011 N. Grandview Avenue  
5 Glendale, CA 91201

6 10.3. Communications: All approvals and decisions of  
7 the Department made regarding such submittals and notifications  
8 shall be communicated to Respondent in writing by a Branch  
9 Chief, Department of Toxic Substances Control, or his/her  
10 designee. No informal advice, guidance, suggestions, or  
11 comments by the Department regarding reports, plans,  
12 specifications, schedules, or any other writings by Respondent  
13 shall be construed to relieve Respondent of its obligation to  
14 obtain such formal approvals as may be required.

15 10.4. Department Review and Approval: If the  
16 Department determines that any report, plan, schedule, or other  
17 document submitted for approval pursuant to this Consent Order  
18 fails to comply with the Order or fails to protect public health  
19 or safety or the environment, the Department may return the  
20 document to Respondent with recommended changes and a date by  
21 which Respondent must submit to the Department a revised  
22 document incorporating the recommended changes.

23 10.5. Compliance with Applicable Laws: Respondent  
24 shall carry out this Order in compliance with all local, State,  
25 and federal requirements, including but not limited to  
26 requirements to obtain permits and to assure worker safety.

27 10.6. Endangerment during Implementation: In the  
28 event that the Department determines that any circumstances or

1 activity (whether or not pursued in compliance with this Consent  
2 Order) are creating an imminent or substantial endangerment to  
3 the health or welfare of people on the site or in the  
4 surrounding area or to the environment, the Department may order  
5 Respondent to stop further implementation for such period of  
6 time as needed to abate the endangerment. Any deadline in this  
7 Consent Order directly affected by a Stop Work Order under this  
8 section shall be extended for the term of such Stop Work Order.

9 10.7. Liability: Nothing in this Consent Order shall  
10 constitute or be construed as a satisfaction or release from  
11 liability for any conditions or claims arising as a result of  
12 past, current, or future operations of Respondent, except as  
13 provided in this Consent Order. Notwithstanding compliance with  
14 the terms of this Consent Order, Respondent may be required to  
15 take further actions as are necessary to protect public health  
16 or welfare or the environment.

17 10.8. Site Access: Access to the Site shall be  
18 provided at all reasonable times to employees, contractors, and  
19 consultants of the Department, and any agency having  
20 jurisdiction. Nothing in this Consent Order is intended to  
21 limit in any way the right of entry or inspection that any  
22 agency may otherwise have by operation of any law. The  
23 Department and its authorized representatives may enter and move  
24 freely about all property at the Site at all reasonable times  
25 for purposes including but not limited to: inspecting records,  
26 operating logs, and contracts relating to the Site; reviewing  
27 the progress of Respondent in carrying out the terms of this

1 Consent Order; and conducting such tests as the Department may  
2 deem necessary. Respondent shall permit such persons to inspect  
3 and copy all records, documents, and other writings, including  
4 all sampling and monitoring data, in any way pertaining to work  
5 undertaken pursuant to this Consent Order.

6           10.9. Sampling, Data, and Document Availability:

7 Respondent shall permit the Department and its authorized  
8 representatives to inspect and copy all sampling, testing,  
9 monitoring, and other data generated by Respondent or on  
10 Respondent's behalf in any way pertaining to work undertaken  
11 pursuant to this Consent Order. Respondent shall allow the  
12 Department and its authorized representatives to take duplicates  
13 of any samples collected by Respondent pursuant to this Consent  
14 Order. Respondent shall maintain a central depository of the  
15 data, reports, and other documents prepared pursuant to this  
16 Consent Order. All such data, reports, and other documents  
17 shall be preserved by Respondent for a minimum of six years  
18 after the conclusion of all activities under this Consent Order.  
19 If the Department requests that some or all of these documents  
20 be preserved for a longer period of time, Respondent shall  
21 either comply with that request, deliver the documents to the  
22 Department, or permit the Department to copy the documents prior  
23 to destruction. Respondent shall notify the Department in  
24 writing at least six months prior to destroying any documents  
25 prepared pursuant to this Consent Order.

26           10.10. Government Liabilities: The State of  
27 California shall not be liable for injuries or damages to

1 persons or property resulting from acts or omissions by  
2 Respondent or related parties specified in paragraph 12.3, in  
3 carrying out activities pursuant to this Consent Order, nor  
4 shall the State of California be held as a party to any contract  
5 entered into by Respondent or its agents in carrying out  
6 activities pursuant to this Consent Order.

7           10.11. Incorporation of Plans and Reports: All plans,  
8 schedules, and reports that require Department approval and are  
9 submitted by Respondent pursuant to this Consent Order are  
10 incorporated in this Consent Order upon approval by the  
11 Department.

12           10.12. Extension Requests: If Respondent is unable to  
13 perform any activity or submit any document within the time  
14 required under this Consent Order, the Respondent may, prior to  
15 expiration of the time, request an extension of time in writing.  
16 The extension request shall include a justification for the  
17 delay.

18           10.13. Extension Approvals: If the Department  
19 determines that good cause exists for an extension, it will  
20 grant the request and specify in writing a new compliance  
21 schedule.

22  
23   PAYMENTS

24           11. Within 30 days of the effective date of this  
25 Consent Order, Respondent shall pay the Department a total of  
26 \$15,732. Respondent's check shall be made payable to Department  
27 of Toxic Substances Control, and shall be delivered together  
28

1 with the attached Payment Voucher to:

2 Department of Toxic Substances Control  
3 Accounting Office  
4 1001 I Street, 21st floor  
5 P. O. Box 806  
6 Sacramento, California 95812-0806

7 A photocopy of the check shall be sent:

8 To:

9 Florence Gharibian, Branch Chief  
10 Statewide Compliance Division  
11 Department of Toxic Substances Control  
12 1011 N. Grandview Avenue  
13 Glendale, CA 91201

14 To: Antonette B. Cordero, Chief Counsel  
15 Office of Legal Counsel  
16 Department of Toxic Substances Control  
17 1001 I Street, 23rd Floor  
18 P. O. Box 806  
19 Sacramento, CA 95812-0806

20 If Respondent fails to make payment as provided above,  
21 Respondent agrees to pay interest at the rate established  
22 pursuant to Health and Safety Code section 25360.1 and to pay  
23 all costs incurred by the Department in pursuing collection  
24 including attorney's fees.

25 OTHER PROVISIONS

26 12.1. Additional Enforcement Actions: By agreeing to  
27 this Consent Order, the Department does not waive the right to  
28 take further enforcement actions, except to the extent provided  
in this Consent Order.

12.2. Penalties for Noncompliance: Failure to comply  
with the terms of this Consent Order may subject Respondent to  
civil penalties and/or punitive damages for any costs incurred  
by the Department or other government agencies as a result of

1 such failure, as provided by Health and Safety Code section  
2 25188 and other applicable provisions of law.

3 12.3. Parties Bound: This Consent Order shall apply  
4 to and be binding upon Respondent and its officers, directors,  
5 agents, receivers, trustees, employees, contractors,  
6 consultants, successors, and assignees, including but not  
7 limited to individuals, partners, and subsidiary and parent  
8 corporations, and upon the Department and any successor agency  
9 that may have responsibility for and jurisdiction over the  
10 subject matter of this Consent Order.

11 12.4. Effective Date: The effective date of this  
12 Consent Order is the date it is signed by the Department.

13 12.5. Integration: This agreement constitutes the  
14 entire agreement between the parties and may not be amended,  
15 supplemented, or modified, except as provided in this agreement.

16 12.6. Compliance with Waste Discharge Requirements:  
17 Respondent shall comply with all applicable waste discharge  
18 requirements issued by the State Water Resources Control Board  
19 or a California regional water quality control board.

20  
21  
22  
23 Dated: 4/3/2003

ORIGINAL SIGNED BY RESPONSENT  
Respondent



1 Dated: 4/23/2003

ORIGINAL SIGNED BY FLORENCE GHARIBIAN

Florence Gharibian, Branch Chief  
Statewide Compliance Division

Department of Toxic Substances  
Control

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